

Linda Wong (LW-1483)
WONG ♦ FLEMING, P.C.
2035 Lincoln Highway, Suite 1050
P.O. Box 985
Edison, New Jersey 08818-0985
(732) 248-4111

Hearing Date: November 8, 2000
10:00 AM

Attorneys for Chinatrust Bank (U.S.A.)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	Case Nos. 00-41065
	:	through 00-41196 (SMB)
RANDALL'S ISLAND FAMILY GOLF	:	
CENTERS, INC., <i>et al.</i> ,	:	(Jointly Administered)
	:	
Debtors.	:	
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**JOINDER OF MOTION, PURSUANT TO 11 U.S.C. §105, TO ENFORCE
THIS COURT'S JUNE 2, 2000 FINAL ORDER GRANTING ADEQUATE
PROTECTION TO PRE-PETITION SECURED PARTIES AND
TO COMPEL PAYMENT OF ADEQUATE PROTECTION PAYMENTS**

TO: THE HONORABLE STUART M. BERNSTEIN,
UNITED STATES BANKRUPTCY JUDGE

CHINATRUST BANK (U.S.A.) ("Chinatrust"), by and through its attorneys, Wong Fleming, P.C., pursuant to 11 U.S.C. §105, hereby joins in the Motion of ChinaTrust Commercial Bank (the "ChinaTrust Motion") for entry of an order enforcing the provisions of this Court's June 2, 2000 *Final Order* (i) *Authorizing Debtors to (A) Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3) and 364(d)(1), and (B) Utilize Cash Collateral Pursuant to 11 U.S.C. §363, and (ii) Granting Adequate Protection to Pre-Petition Secured Parties* (the "Adequate Protection Order") and to compel the Debtors to make the adequate protection payments required under paragraph nineteen of that June 2, 2000 order and respectfully represents:

1. Chinatrust is a “Pre-Petition Non-Primed Lender” under the terms of the Adequate Protection Order.

2. On or about March 6, 1998, debtor Family Golf Centers, Inc. and several of its wholly owned subsidiaries, including Margate Family Golf Centers, Inc. and West Palm Beach Family Golf Centers, Inc., (collectively, “Debtors”) and Chinatrust signed a certain document entitled “Loan Agreement” (the “First Loan Agreement”). Under the First Loan Agreement, Chinatrust agreed to loan the Debtors up to \$10,000,000 for the purpose of acquiring new facilities and for capital improvements to existing facilities.

3. On or about March 6, 1998, pursuant to the First Loan Agreement, Debtors executed Notes in the aggregate principal amount of \$10,000,000.

4. As security for this Loan and the Notes executed thereunder, Chinatrust obtained and continues to hold first priority security interests in real property and personal property of said entities, including the proceeds, products, rents, and profits thereof.

5. The security interests held by Chinatrust include first priority mortgages and deeds of trust on a series of properties owned by the Debtors. The mortgages and deeds of trust were executed by the Debtors contemporaneously with the First Loan Agreement.

6. The Debtors defaulted under the terms of the First Loan Agreement and corresponding Notes and the indebtedness remains outstanding.

7. As of May 4, 2000, the Petition Date, the Debtors were indebted to Chinatrust under the First Loan Agreement in the principal sum of \$7,361,886.30, plus accrued and unpaid interest in the amount of \$5,521.42.

8. On or about June 17, 1999, debtor Family Golf Centers, Inc. and its wholly owned subsidiaries, Peachtree Family Golf Centers, Inc. and Golf Park, Inc., (collectively, “Debtors”) and Chinatrust signed a certain document entitled “Loan Agreement” (the “Second Loan Agreement”). Under the Second Loan Agreement, Chinatrust agreed to loan the Debtors up to \$8,000,000 for the purpose of acquiring new facilities and for capital improvements to existing facilities.

9. On or about June 17, 1999, pursuant to the Second Loan Agreement, Debtors executed Notes in the aggregate principal amount of \$8,000,000.

10. As security for this Loan and the Notes executed thereunder, Chinatrust obtained and continues to hold first priority security interests in real property and personal property of said entities, including the proceeds, products, rents, and profits thereof.

11. The security interests held by Chinatrust include a Deed of Trust executed by Golf Park, Inc. and a Deed to Secure Debt executed by Peachtree Family Golf Centers, Inc. contemporaneously with the Second Loan Agreement.

12. The Debtors defaulted under the terms of the Second Loan Agreement and corresponding Notes and the indebtedness remains outstanding.

13. As of May 4, 2000, the Petition Date, the Debtors were indebted to Chinatrust under the Second Loan Agreement in the principal sum of \$6,000,000.00, plus accrued and unpaid interest in the amount of \$4,000.00.

14. Chinatrust has been receiving post-petition interest payments as required under the Adequate Protection Order. However, the Debtors have failed to make the pre-petition interest payments pursuant to paragraph nineteen of the Adequate Protection Order.

15. Chinatrust is owed the total sum of \$9,521.42 as and for pre-petition interest under the loans.

CONCLUSION

WHEREFORE, Chinatrust Bank (U.S.A.) requests entry of an Order, enforcing paragraph nineteen of the Adequate Protection Order and compelling the Debtors to pay Chinatrust the sum of \$9,521.42, constituting the total amount of unpaid interest which accrued on the principal indebtedness for the loans described herein prior to the filing of the Debtors' Chapter 11 bankruptcy petition.

Dated: Edison, New Jersey
October 26, 2000

WONG ♦ FLEMING, P.C.
A Professional Corporation
2035 Lincoln Highway, Suite 1050
P.O. Box 985
Edison, New Jersey 08818-0985
(732) 248-4111

By: s/ **Linda Wong**_____
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Attorneys for Chinatrust Bank (U.S.A.)